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July 19, 2005

Mary L. Cottrell, Secretary  
Department of Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02110

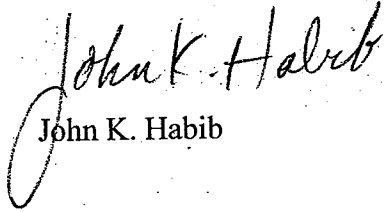
Re: NSTAR Gas Company, D.T.E. 05-47  
Request for Approval of Firm Transportation Agreement

Dear Secretary Cottrell:

On behalf of NSTAR Gas Company (the "Company"), please find attached the Company's responses to the Department of Telecommunications and Energy's (the "Department") First Set of Information Requests in the above-referenced proceeding.

Please contact me or Cheryl Kimball if you have any questions regarding the filing. Thank you for your consideration and assistance in this matter.

Very truly yours,

  
John K. Habib

Enclosures

cc: Carol M. Pieper, Hearing Officer  
Andreas Thanos, Assistant Director, Gas Division  
Ken Dell Orto, Gas Division  
Joseph Rogers, Assistant Attorney General

Information Request DTE-1-1

The Permanent Release Agreement executed between NSTAR and Dartmouth Power states that Dartmouth Power "is a party to that certain AFT-1 (AFT-2) Service Agreement (No. 9223) between Seller and Algonquin Gas Transmission Company dated November 1, 1994." Exh. MAG-1, at 3, further states that the Agreement between Dartmouth Power and Algonquin Gas Transmission Company is effective through October 31, 2012. Please provide a copy of this Service Agreement.

Response

Please see Attachment DTE-1-1.



ALGONQUIN GAS TRANSMISSION COMPANY

A UNIT OF FANHANDLE EASTERN CORPORATION

1204 SOLDIERS FIELD ROAD, BOSTON, MASSACHUSETTS 02135

AREA CODE 617 254-4050

October 13, 1994

Mr. James Gordon  
President  
Dartmouth Power Associates, L.P.  
One Energy Road  
North Dartmouth, MA 02747

Re: Superseding Service Agreement to Convert from Service under  
Rate Schedule AFT-2 to Rate Schedule AFT-1

Dear Jim:

On July 8, 1994, the Federal Energy Regulatory Commission issued an order approving a Stipulation and Agreement dated March 1, 1994, as supplemented on April 25, 1994, in Algonquin's Docket Nos. RP93-14-000, et al. (the "S&A"). The S&A provides, among other things, that a customer under Rate Schedule AFT-2 has the option of converting such service to open access transportation service under Algonquin's Rate Schedule AFT-1.

Subsequently, by letter dated August 17, 1994, you notified Algonquin of your desire to execute a new transportation agreement under Rate Schedule AFT-1 superseding your existing agreement under Rate Schedule AFT-2 as provided under the S&A.

Accordingly, we have enclosed herewith for your execution two originals of a service agreement under Rate Schedule AFT-1 which shall supersede your existing service agreement under Rate Schedule AFT-2 dated December 20, 1993.

You will note that the proposed effective date of the enclosed agreement is November 1, 1994. We therefore request that you sign both originals and return them to Algonquin so that we may receive them no later than October 26, 1994. After execution by Algonquin one fully executed original will be returned to you for your files.

If you have any questions, or if I may be of assistance in any way, you may reach me at (617) 560-1541.

Sincerely,  
ALGONQUIN GAS TRANSMISSION COMPANY

Kevin F. Galligan  
Director, Marketing Services

KFG/cl254.2

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

WHEREAS, Algonquin Gas Transmission Company ("Algonquin"), a Delaware Corporation, and Dartmouth Power Associates Limited Partnership, a limited partnership formed under the law of the Commonwealth of Massachusetts ("Customer"), entered into a service agreement dated December 20, 1993, under Algonquin's Rate Schedule AFT-2;

WHEREAS, the Commission issued an order on July 8, 1994, approving a Stipulation and Agreement filed on March 1, 1994, as supplemented on April 25, 1994, in Docket Nos. RP93-14-000, et al. (the "S&A");

WHEREAS, Article III, Section 3 of the S&A provides that a customer under Rate Schedule AFT-2 has the option of converting such service to service under Rate Schedule AFT-1;

WHEREAS, Article III, Section 3 of the S&A provides that such conversion to Part 284 service shall not affect the rate that the converting customer shall pay, which shall be the rate the converting customer would otherwise have paid as a result of the S&A, under its prior service agreement;

WHEREAS, Customer provided Algonquin with written notice of its intention to convert to Rate Schedule AFT-1;

NOW, THEREFORE, this Agreement ("Agreement") is made and entered into this 1st day of November, 1994, by and between Algonquin and Customer.

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

**ARTICLE I  
SCOPE OF AGREEMENT**

- 1.1 Subject to the terms, conditions and limitations hereof and of Algonquin's Rate Schedule AFT-1, Algonquin agrees to receive from or for the account of Customer for transportation on a firm basis quantities of natural gas tendered by Customer on any day at the Point(s) of Receipt; provided, however, Customer shall not tender without the prior consent of Algonquin, at any Point of Receipt on any day a quantity of natural gas in excess of the applicable Maximum Daily Receipt Obligation for such Point of Receipt plus the applicable Fuel Reimbursement Quantity; and provided further that Customer shall not tender at all Point(s) of Receipt on any day or in any year a cumulative quantity of natural gas, without the prior consent of Algonquin, in excess of the following quantities of natural gas plus the applicable Fuel Reimbursement Quantities:

Maximum Daily Transportation Quantity (MDTQ)	14,010 MMBtu
Maximum Annual Transportation Quantity (MATQ)	5,113,650 MMBtu

**SERVICE AGREEMENT**  
**(APPLICABLE TO RATE SCHEDULE AFT-1)**

- 1.2 Algonquin agrees to transport and deliver to or for the account of Customer at the Point(s) of Delivery and Customer agrees to accept or cause acceptance of delivery of the quantity received by Algonquin on any day, less the Fuel Reimbursement Quantities; provided, however, Algonquin shall not be obligated to deliver at any Point of Delivery on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

**ARTICLE II**  
**TERM OF AGREEMENT**

- 2.1 This Agreement shall become effective as of the date set forth hereinabove and shall continue in effect for a term ending on and including October 31, 2012 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party by written notice one year or more prior to the end of the Primary Term or any successive term thereafter. Algonquin's right to cancel this Agreement upon the expiration of the Primary Term hereof or any succeeding term shall be subject to Customer's rights pursuant to Sections 8 and 9 of the General Terms and Conditions.
- 2.2 This Agreement may be terminated at any time by Algonquin in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty days after payment is due; provided Algonquin gives ten days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Algonquin of such outstanding bill; provided that Algonquin shall not be entitled to terminate service pending the resolution of a disputed bill if Customer complies with the billing dispute procedure currently on file in Algonquin's tariff.

**ARTICLE III**  
**RATE SCHEDULE**

- 3.1 Customer shall pay Algonquin for all services rendered hereunder and for the availability of such service under Algonquin's Rate Schedule AFT-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed. The rate to be charged Customer for transportation hereunder shall not be more than the maximum rate specified under Rate Schedule AFT-1 for service resulting from the conversion of entitlements under former Rate Schedule AFT-2, nor less than the minimum rate under Rate Schedule AFT-1.

**SERVICE AGREEMENT**  
**(APPLICABLE TO RATE SCHEDULE AFT-1)**

**ARTICLE III**  
**RATE SCHEDULE**  
(Continued)

- 3.2 This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Algonquin's applicable rate schedules and of Algonquin's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.
- 3.3 Customer agrees that Algonquin shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Algonquin's Rate Schedule AFT-1, (b) Algonquin's Rate Schedule AFT-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule AFT-1. Algonquin agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Algonquin's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

**ARTICLE IV**  
**POINT(S) OF RECEIPT**

Natural gas to be received by Algonquin for the account of Customer hereunder shall be received at the outlet side of the measuring station(s) at or near the Primary Point(s) of Receipt set forth in Exhibit A of the service agreement, with the Maximum Daily Receipt Obligation and the receipt pressure obligation indicated for each such Primary Point of Receipt. Natural gas to be received by Algonquin for the account of Customer hereunder may also be received at the outlet side of any other measuring station on the Algonquin system, subject to reduction pursuant to Section 6.2 of Rate Schedule AFT-1.

**SERVICE AGREEMENT**  
**(APPLICABLE TO RATE SCHEDULE AFT-1)**

**ARTICLE V**  
**POINT(S) OF DELIVERY**

Natural gas to be delivered by Algonquin for the account of Customer hereunder shall be delivered on the outlet side of the measuring station(s) at or near the Primary Point(s) of Delivery set forth in Exhibit B of the service agreement, with the Maximum Daily Delivery Obligation and the delivery pressure obligation indicated for each such Primary Point of Delivery. Natural gas to be delivered by Algonquin for the account of Customer hereunder may also be delivered at the outlet side of any other measuring station on the Algonquin system, subject to reduction pursuant to Section 6.4 of Rate Schedule AFT-1.

**ARTICLE VI**  
**ADDRESSES**

Except as herein otherwise provided or as provided in the General Terms and Conditions of Algonquin's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Algonquin: Algonquin Gas Transmission Company  
1284 Soldiers Field Road  
Boston, MA 02135  
Attn: John J. Mullaney  
Vice President, Marketing
- (b) Customer: Dartmouth Power Associates Limited Partnership  
One Energy Road  
North Dartmouth, MA 02747  
Attn: James S. Gordon  
President

or such other address as either party shall designate by formal written notice.

**SERVICE AGREEMENT**  
**(APPLICABLE TO RATE SCHEDULE AFT-1)**

**ARTICLE VII**  
**INTERPRETATION**

The interpretation and performance of the Agreement shall be in accordance with the laws of the Commonwealth of Massachusetts, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

**ARTICLE VIII**  
**AGREEMENTS BEING SUPERSEDED**

When this Agreement becomes effective, it shall supersede the following agreements between the parties hereto.

Service Agreement No. 9223 executed by Customer and Algonquin under Rate Schedule AFT-2 dated December 20, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

**ALGONQUIN GAS TRANSMISSION COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**DARTMOUTH POWER ASSOCIATES**  
a Limited Partnership

*EMI Dartmouth, Inc. its G.P.*  
By: *James S. Gordon* \_\_\_\_\_

Title: *J. President* \_\_\_\_\_

KFG/cl



Contract No. 9223

**SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit A  
Point(s) of Receipt**

Dated: November 1, 1994

To the service agreement under Rate Schedule AFT-1 between  
Algonquin Gas Transmission Company (Algonquin) and  
Dartmouth Power Associates Limited Partnership (Customer) concerning Point(s) of Receipt

Primary  
Point of  
Receipt

Maximum Daily  
Receipt Obligation  
(MMBtu)

Maximum  
Receipt Pressure  
(Psig)

Mendon, MA

14,010

At any pressure requested  
by Algonquin but not in  
excess of 750 Psig.

Signed for Identification

Algonquin:

Customer:

Dartmouth Power Associates LP  
James S. Hutton

Contract No. 9223

**SERVICE AGREEMENT**  
**(APPLICABLE TO RATE SCHEDULE AFT-1)**

**Exhibit B**  
**Point(s) of Delivery**

Dated: November 1, 1994

To the service agreement under Rate Schedule AFT-1 between  
Algonquin Gas Transmission Company (Algonquin) and  
Dartmouth Power Associates Limited Partnership (Customer) concerning Point(s) of Delivery

Primary  
Point of  
Delivery

Maximum Daily  
Delivery Obligation  
(MMBtu)

Minimum  
Delivery Pressure  
(Psig)

Dartmouth, MA

14,010

Algonquin's line pressure as  
may exist from time to time.

Signed for Identification

Algonquin:

Customer:

KFG/cl

Dartmouth Power Associates L.P.  
James J. Gordon

Information Request DTE-1-2

Please provide, in tabular form, rate information for all similar contracts currently held by the Company both on the Algonquin and Tennessee pipelines. Such information should include all fixed and variable charges, the termination date of each contract, and, if applicable, zone information.

Response

NSTAR Gas Algonquin Transportation Contracts

<u>Contract No.</u>	<u>Rate Schedule</u>	<u>MDQ</u>	<u>Demand Charge</u>	<u>Commodity Charge</u>	<u>Winter Fuel % *</u>	<u>Summer Fuel %*</u>	<u>Termination Date</u>
93004EC	AFT-E	89,316	\$5.9771	\$0.0131	1.27%	0.63%	10/31/2012
90103	AFT-1	17,285	\$5.9771	\$0.0131	1.27%	0.63%	10/31/2012
9B102	AFT-1	6,266	\$5.9771	\$0.0131	1.27%	0.63%	10/31/2012
93204C	AFT-12	13,453	\$5.9771	\$0.0131	1.27%	0.63%	10/31/2012
93403	AFT-14	16,226	\$5.9771	\$0.0131	1.27%	0.63%	10/31/2012
932001	X-33	40,000	\$3.0873	\$0.0019	0.00%		11/30/2008

\* Winter season is December through March; summer season is April through November.

NSTAR Gas Tennessee Transportation Contracts

<u>Contract No.</u>	<u>Rate Schedule</u>	<u>Firm MDQ</u>	<u>Receipt Zone</u>	<u>Delivery Zone</u>	<u>Demand Charge</u>	<u>Commodity Charge</u>	<u>Winter Fuel % +</u>	<u>Summer Fuel % +</u>	<u>Termination Date</u>
625	FT-A	12,000							10/31/2006
		4,200	0	6	\$16.59	\$0.1627	8.71%	7.42%	
		7,800	1	6	\$15.15	\$0.1522	7.82%	6.67%	
629	FT-A	10,000	1	6	\$15.15	\$0.1522	7.82%	6.67%	10/31/2006
630	FT-A	25,387							10/31/2006
		8,885	0	6	\$16.59	\$0.1627	8.71%	7.42%	
		16,502	1	6	\$15.15	\$0.1522	7.82%	6.67%	
201	FT-A	8,433	4	6	\$5.89	\$0.0853	2.17%	1.92%	10/31/2006
2376	FT-A	9,439	4	6	\$5.89	\$0.0853	2.17%	1.92%	10/31/2006
41113	FT-A	9,600	5	6	\$12.54	\$0.0784	2.09%	1.86%	10/31/2012
41114	FT-A	4,500	5	6	\$6.38	\$0.0784	2.09%	1.86%	11/30/2011

+ Winter is November through March; summer is April through October.